Special mention should be made of the notes as to the reception of Roman law in the Netherlands, on the organization of the Court of Holland and the Supreme Court, on custom, and on judicial precedent, as being the most interesting and valuable. It should be added that the plan of the *Commentaries* is roughly the same as that of the *Inleydinge* of Grotius, which in turn follows that of Gaius. Hence, this first volume covers the introductory matters relating to law and magistrates, the law of persons, and the acquisition of property including succession. The second volume is announced to appear shortly.

It remains to add a few suggestions, more or less obvious. In the note as to the reception of Roman law in Holland, the *De Cura Reipublicae* of Philip of Leyden is obviously misdescribed as a commentary upon the charters of the Counts by reference to Roman law (p. 461). It is rather a quite systematic discussion of certain problems of public law taken from the Code and the Novels of Justinian. Also, to certain of the statements on page 471 qualifications should be added. Thus the proposition that by the civil law "the ordinary judge could not be recused," is questionable. Certainly under the formulary procedure a defendant could by oath reject a *judex:* analogous provisions were added by the *lex Cornelia:* and in any event we have to account for the *ius revocandi* enjoyed by *legati* and other privileged persons. This rather obscure point is discussed at length in Voet, *Commentarius,* lib. v, tit. i. Nor is the statement that "By Roman law *litis contestatio* is the beginning of the suit," quite accurate, unless by "suit" is meant the *iudicium.* Nor is it as clear as the translator states that in the earlier Roman-Dutch law specific performance of all contracts was in the last analysis enforced: as to the difficulty and the procedure in the enforcement of *obligationes faciendi* see Lee, *Introduction, 252,* and G. Grotius, *Isagoge,* lib. ii, cap. viii. Certain more obvious slips may also be noted: the Dutchified *"Romisch"* for *"Romish"* (p. 469) and *Böckelman* is left to go without the necessary umlaut (pp. 462, 470). But these are venial errors in an excellent work the first function of which is to provide a trustworthy version of Van Leeuwen.

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Cases on Contracts. By George P. Costigan, Jr. Chicago, Callaghan & Co., 1921. pp. xxviii, 1489.

Professor Costigan has given us in one large volume a scholarly and interesting compilation of cases on contracts along orthodox lines, the fruit of many years of teaching and writing on this subject.

The almost entire omission of section headings for fear of giving too much aid to the student seems a mistake. If there is an orderly development of topics in the various chapters it is easy for the student to overlook it, even with the aid of section headings. This is particularly true in the difficult maze of implied conditions. The heading "General Principles Applicable to Conditions in Contracts" covers pages 722 to 1009.

In his preface Professor Costigan tells us that emphasis is laid on the historical side of the subject, although more than two-thirds of the principal cases are American. A novel feature consists in giving passages on the historical points from the writings of leading legal scholars, particularly as introductory to the topic of consideration. Helpful references are given to leading legal articles in connection with other topics. There is a convenient table of articles referred to as well as a table of cases printed and cited.

To present sealed contracts in Chapter I is historically sound and has certain advantages in teaching, though many will consider that the force and effect of a seal should be taken up after the subject of mutual assent and either before or after the subject of consideration.

A better heading for Chapter VII than "The Performance of Contracts" would be Duties of Performance, as the topic is concerned with the question how far the duty of performance is affected by the breach of express and implied conditions and by impossibility of performance.

The cases on anticipatory breach beginning on page 989 belong not under performance but under a different topic which might be designated as Remedies for Breach, the question being whether repudiation before performance gives rise to an immediate right of action. The important subject of remedies for breach, as given by the law and the agreement of parties, might be more fully recognized in case-books on contracts.

The reviewer would prefer to postpone Chapters IV, V and VI dealing with assignments of contracts, beneficiaries of contracts, and joint contracts until after the more fundamental questions relating to duties and impossibility covered by Chapter VII had been dealt with.

This book of 1489 pages is clearly printed on excellent paper. The cases seem generally to be well selected and the notes are unusually suggestive and valuable. In numerous cases the christian names of the parties are given but in other cases not. It would be much more convenient to omit the christian names in all titles of cases.

In a case-book the important thing is to have cases which raise the crucial and vital problems of the subject, in an interesting way, to stimulate thought and discussion. In any argument the first thing to do is to define the issues. It may be suggested that historical materials should be introduced at a point where they will shed light on these crucial questions. They frequently make a poor introduction to a subject because the student cannot appreciate their use and bearing, or what the problem is that they are intended to elucidate. The beginner can often go better from the present to the past than from the dim and uncertain past to the present.

It may also be suggested that more problem material should be included in our case-books and more cases without opinions to stimulate the individual and creative thought of the student, and to make him read his cases as the lawyer and investigator do, with some question in his mind of which he is eagerly seeking the solution. Our case-books and case method of instruction still have undeveloped possibilities.

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The Law of Torts. By J. F. Clerk and H. B. Lindsell. Seventh edition. By W. Wyatt-Paine. London, Sweet & Maxwell, Ltd., 1921. pp. cxli, 955.

The seventh edition of this well known English work on Torts appears as a companion volume to the seventeenth edition of Chitty on Contracts by the same editor and by the same publishers, thus continuing the policy inaugurated in earlier editions of issuing the combined treatises as "a comprehensive statement of the various legal obligations arising ex delicto and ex contractu."

No important change in form or substance appears in this edition, the same chapter and topic headings that appeared in the sixth edition being continued, while the index is almost a duplicate of that in the previous edition. Necessary alterations in the text resulting from changes in the law are introduced with a minimum alteration in language. The notes are brought up to date and herein lies the only difference of importance between this edition and the sixth.

Owing to a slightly larger page, and economies in mechanical arrangement, the number of pages in this edition is considerably less than in the last in spite of the introduction of a considerable amount of new material.

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